

## STATE OF SOUTH CAROLINA

Service Agreement and Transportation Agreement  
between South Carolina Electric & Gas Company and  
Carolina Filters, Inc.

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## COVER SHEET

## DOCKET

NUMBER: 2009 - 352 - G

(Please type or print)

Submitted by: K. Chad BurgessSC Bar Number: 69456

Address: SCANA Corp.  
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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

## DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: \_\_\_\_\_

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	



K. Chad Burgess  
Associate General Counsel

[chad.burgess@scana.com](mailto:chad.burgess@scana.com)

January 14, 2011

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive (29210)  
Post Office Drawer 11649  
Columbia, South Carolina 29211

RE: Service Agreement and Transportation Agreement between South Carolina  
Electric and Gas Company and Carolina Filters, Inc.  
Docket No. 2009-352-G

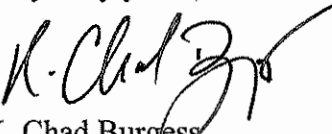
Dear Ms. Boyd:

Enclosed for filing only is Amendment One to Agreement for Transportation Service  
with Firm Gas Standby between South Carolina Electric & Gas Company and Carolina Filters,  
Inc.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff  
with a copy of the enclosed documents for its records.

If you have any questions, please advise.

Very truly yours,



K. Chad Burgess

KCB/kms  
Enclosures

cc: Jeffrey M. Nelson, Esquire  
John Flitter, Esquire  
(via U.S. First Class Mail w/enclosure)

AMENDMENT ONE TO AGREEMENT FOR TRANSPORTATION SERVICE WITH  
FIRM GAS STANDBY

This Amendment One, made and entered into this 10<sup>th</sup> day of December, 2010, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and CAROLINA FILTERS, INC., its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller provides transportation service to Buyer under the terms of an Agreement for Transportation Service with Firm Gas Standby dated September 17, 1996, and

WHEREAS, Buyer and Seller have agreed to amend the Agreement for Transportation Service with Firm Gas Standby between Buyer and Seller to increase the MDQ from 138 to 175 dekatherms, to increase the MHQ from 5 to 9 dekatherms, as well as to incorporate creditworthiness language and assignment language.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment One shall become effective on December 1, 2010.
- B. Paragraph 1, SCOPE OF DELIVERY, is deleted and replaced with the following:
  - 1. SCOPE OF DELIVERY

Seller acknowledges that Buyer may utilize a source of gas other than system supply gas from Seller's sources. Buyer's gas may be transported to Buyer by Seller under the Transportation services provision of this Agreement. Natural gas is provided hereunder to satisfy Buyer's requirements when Seller is not providing transportation services.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, up to the Maximum Daily Quantity of natural gas which shall not be subject to interruption or curtailment except for conditions as set forth in Article IV, Paragraph 3, of the General Terms and Conditions hereto attached. The Maximum Daily Quantity of Firm Gas shall be 175 dekatherms per day. Any gas taken by Buyer above the Maximum Daily Quantity, without Seller's advance approval, shall be Unauthorized Overrun Gas and shall subject Buyer to the penalty rate per dekatherm set forth in Article IV, Paragraph 5, of the General Terms and Conditions to Industrial Service Agreements hereto attached. Deliveries of Firm Gas under this paragraph of the Agreement shall be utilized by Buyer only in Priority-of-Service Category 2 as set forth in Article III,

Paragraph 1, of the General Terms and Conditions hereto attached. Buyer shall purchase all gas tendered by Seller up to the Maximum Daily Quantity whenever and to the extent Buyer has a requirement for fuel in the Priority-of-Service Category set forth herein.

- C. Paragraph 2, HOURLY DELIVERIES, is deleted and replaced with the following:

2. HOURLY DELIVERIES

Seller shall not be obligated to make hourly deliveries of gas pursuant to Paragraph 1 above at an hourly rate exceeding 9 dekatherms per hour. Seller reserves the right to regulate the flow of gas delivered hereunder by means of automatic or manually operated flow control valves so as to limit the hourly flow of gas within the specified quantity.

- D. Paragraph 5(b), NOMINATION PROCEDURES, is deleted and replaced with the following:

5(b) NOMINATION PROCEDURES

Seller agrees to accept and transport up to 175 dekatherms, excluding shrinkage volumes, of natural gas on a daily basis. Buyer will notify Seller at least five (5) days prior to the end of the month the volumes of gas, in dekatherms, to be transported on a daily basis during the next calendar month. Buyer has the right to change the volume to be transported during the month on a daily basis. It is Buyer's responsibility to notify producers and connecting pipelines regarding any change in transportation volumes. Seller will accept changes in daily volumes dispatched from either Southern or Transco; however, Seller reserves the right to limit or restrict the volumes accepted and transported at any time whenever, in Seller's sole opinion, operating conditions warrant a limitation or restriction on the acceptance or delivery of transportation gas. Limitations or restrictions may be because of, but not limited to, the utilization of deliverability capacity of Seller for Seller's system supply requirements.

- E. Paragraph 12, CREDITWORTHINESS is added as follows:

12. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Buyer agrees to assist in these reviews by providing financial information and at the request of the Seller, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

F. Paragraph 13, ASSIGNMENT is added as follows:

13. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion.

G. The term of this Amendment One shall be the same as the term of the Agreement for Transportation Service with Firm Gas Standby currently in effect.

H. No other provisions of the Agreement for Transportation Service with Firm Gas Standby between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Agreement for Transportation Service with Firm Gas Standby has been executed on the date first above written by the parties hereto, by their officers or other representatives.

CAROLINA FILTERS, INC.

Buyer

By

Title

Date

*John Lench*

*Plant Manager*

*11/30/10*

SOUTH CAROLINA ELECTRIC & GAS COMPANY

Seller

By *Martin K. Phalen*

VICE PRESIDENT – GAS OPERATIONS

Title

Date

*Martin K. Phalen*

*12/10/10*